

Outsourcing

In 21 jurisdictions worldwide

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GETTING THE
DEAL THROUGH

Finland

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Market overview

1 What kinds of outsourcing take place in your jurisdiction?

The Finnish outsourcing market is relatively well established and, generally, all the customary types of outsourcing services are available and take place in Finland. However, due to the influence of the Nokia-driven technology cluster of Finnish industry, outsourcing as a phenomenon is often mistakenly understood only to refer to IT outsourcing in Finland. This outlook, however, does not diminish the significance of all other types of outsourcing, which regularly take place in the Finnish market.

Within IT outsourcing, the emphasis is normally on centrally manageable IT infrastructure outsourcing (including data centre services such as server management, hosting, storage and other capacity types of services). The terminology of the different types of IT outsourcing services is not consistently used and, as a result, it is difficult to make a detailed assessment of which types of services are more prominent than others. On an application level, application management services form the typical key driver for IT outsourcing.

Although the term 'business process outsourcing' (BPO) is not commonly used in Finland or consistently translated into a defined Finnish equivalent, BPO is also well established in Finland. The front line of BPO services in Finland comprises general finance and accounting-related services and payroll services.

Other well-established fields of outsourcing services include property management outsourcing and facilities management outsourcing, of which facilities management outsourcing is discussed more often in the media due to it being a more labour intensive business and drawing bigger headlines due to the number of employees affected as a result of the typical facilities management outsourcing transaction.

Other general business services outsourcing services are common in Finland, but, for example, the procurement of various cleaning, catering, waste collection, security or even legal services is not typically referred to as outsourcing. However, the distinction between outsourcing and, for example, various managed services is not always clear. These somewhat unclear parameters of outsourcing services also make it relatively difficult to assess the size of the general outsourcing market in Finland.

2 Describe the recent history of outsourcing in your jurisdiction. How well established is outsourcing? What is the size of the outsourcing market in your jurisdiction?

The recent developments in Finnish outsourcing are dominated by the cost-saving drivers of the Nokia-driven technology cluster. The recent public debate surrounding the R&D and IT outsourcing by Nokia to Accenture (regarding the R&D of the now abandoned Symbian smartphone platform) and to the Indian pure players HCL and TCS (regarding Nokia's core IT operations) has been focused on the significant lay-offs by the outsourcing partners, which in turn has turned the general tone of public debate from outsourcing of R&D and IT operations to outsourcing of lay-off services.

A number of other Finnish ICT companies have, in their attempts to achieve cost savings in their IT operations, also contracted with various Indian pure players, which has amplified the public debate and criticism of the loss of jobs in the Finnish domestic IT industry.

There have been significant developments in other fields of outsourcing in Finland; for example, the demerger of the publicly listed leading Finnish construction company YIT Corporation resulting in the emergence of Caverion Corporation, a leading industrial services company in Finland.

From a contractual perspective we have seen that the average duration of various outsourcing arrangements has become shorter.

There are no governmental or other public reliable data regarding the size and volume of the entire outsourcing market in Finland. However, certain industry-specific numbers are published.

According to a survey conducted for Finnish Real Estate Services (www.kiinteistopalvelut.fi) in 2010, it was estimated that the size of the entire Finnish facilities management outsourcing services amounts to over €2 billion, excluding materials and consumables, and outsourced security services amount to over €500 million.

According to a Market-Visio-conducted survey, the size of the Finnish HR outsourcing market (including payroll services) amounted to €260 million in 2010. According to the same study, 39 per cent of the 1,000 largest companies in Finland have outsourced their payroll services.

With regard to IT and IT outsourcing, according to Market-Visio, the entire IT service market in Finland in 2012 was estimated to be worth approximately €3.1 billion, with the six largest players, namely Tieto, CGI, Fujitsu, IBM, Accenture and Hewlett-Packard accounting for roughly two-thirds of the entire market. Moreover, with regard to IT and IT outsourcing, according to IDC, the entire IT service market in Finland in 2013 is estimated to be worth approximately €3.5 billion, of which the IT outsourcing market is estimated at around €1.4 billion. According to ISG, the trend of IT outsourcing in Finland continues and ISG has estimated that, based on large companies alone, the volume of the IT outsourcing market in Finland is roughly €1 billion.

Policy

3 Has the government of your jurisdiction adopted policies to encourage the development of the jurisdiction as an outsourcing centre, either for the domestic market or to provide outsourcing services to foreign customers?

No. However, a recent decision of the Finnish government may indirectly be interpreted as encouraging such local development. According to government Decision No. 857/2013 of 5 December 2013 on the security of supply goals, the securing of the national emergency supply requires that Finnish health-care units retain electronic medical record data (whether outsourced or not) on servers located in Finland.

4 Are there in your jurisdiction any fiscal or customs incentives, development grants or other government incentives to promote outsourcing operations within your jurisdiction?

No.

Legislation and regulation

5 Is outsourcing as a commercial or operational concept specifically recognised and provided for in your legal system? How?

No. Outsourcing and its legal effects are subject to freedom of contract and therefore are, to a material extent (excluding specific legislation and official regulations), left to be agreed by and between the contracting parties.

6 Is there any legislation or regulation that directly prohibits, restricts or otherwise governs outsourcing, whether in (onshore) or outside (offshore) your jurisdiction?

In general, various elements of outsourcing services are regulated by the following legislation:

- the Personal Data Act (523/1999);
- the Accounting Act (1336/1997);
- the Act on the Protection of Privacy in Electronic Communications (516/2004);
- the Emergency Powers Act (1552/2011); and
- the Government Decree on Information Security in Central Government (681/2010).

The Personal Data Act sets forth certain limitations on the transfer of personal data outside the borders of the European Union (EU) and the European Economic Area (EEA). It should be noted that technical access to personal data from outside the EU and the EEA constitutes a transfer of personal data outside the borders of the EU and the EEA. For more information concerning the transfer of personal data see question 15.

According to the Accounting Act, accounting records such as ledgers, vouchers for the financial year and other accounting material may only be retained on a temporary basis outside Finland. Vouchers and other accounting material may, however, be permanently retained as an electronic record in another EU member state provided that real-time technical access to such recordings is guaranteed and the information contained in such recordings can be reconstituted into plain written format. This obviously sets forth certain limitations on the organising of business process outsourcing services concerning general finance and accounting services and functions.

The Act on the Protection of Privacy in Electronic Communications sets forth the principles that must be complied with in determining the security practices, access rights to the data content and the processing of electronic communications in connection with the outsourced system. In particular, the users' highly protected and atypically extensive right to privacy of communication has practical implications when determining the service provider's rights and obligations.

The restrictions laid down in the Emergency Powers Act may affect various outsourcing services. However, a prerequisite for the measures available to the authorities under the Emergency Powers Act is a declaration of emergency conditions (such as an armed attack or war against Finland, a serious violation of the territorial integrity of Finland and a threat of war against the country, a serious threat to the livelihood of the population or the foundations of the national economy brought about by hampered or interrupted import of indispensable fuels and other energy, raw materials and goods or by a comparable serious disruption of international trade), which the authorities cannot control with regular powers.

7 What are the consequences for breach of the laws directly restricting outsourcing?

The consequences for breach of the aforementioned laws directly restricting outsourcing are limited to fines. In addition to fines, the data controller is liable to compensate the economic and other loss suffered by the data subject or another person because of processing of personal data in violation of the provisions of the Personal Data Act.

8 Describe any sector-specific legislation or regulation that applies to outsourcing operations.

The Financial Supervision Authority of Finland (FIN-FSA) has issued detailed regulations and guidelines concerning outsourcing for both the financial and insurance sectors in Finland. Within the financial services sector, the FIN-FSA regulations and guidelines are based on legislation applicable to outsourcing, which includes the Credit Institutions Act (121/2007), the Act on Trading in Financial Instruments (748/2012), the Investment Services Act (747/2012), the Mutual Funds Act (48/1999) and the Payment Institutions Act (297/2010).

Other sectors within which outsourcing services are typically used do not have similar sector-specific and detailed legislation. For instance, in health care, the key legislative issues regarding outsourcing relate to privacy and data protection questions (see question 14).

In the legal sector, the rules and regulations of the Finnish Bar Association limit the possibilities that attorneys and law firms have for outsourcing their IT services. Due to attorney-client confidentiality

requirements, among other issues, outsourcing IT services may require consent from the Finnish Bar Association.

9 How does competition regulation apply to outsourcing contracts or structures?

Apart from outsourcing service providers having a dominant position, competition regulation does not set conditions specific to outsourcing contracts or structures.

However, public procurement legislation limits the duration of the term of framework agreements to four years, except for exceptional cases duly justified by the subject of the framework agreement. In addition, should an outsourcing transaction include a business or asset transfer, such transaction may be subject to Finnish merger control rules and approval by the Finnish Competition and Consumer Authority (FCCA), should the following turnover thresholds be exceeded. A concentration shall be notified to the FCCA if the combined turnover of the parties exceeds €350 million and if the turnover of at least two of the parties resulting from Finland exceeds €20 million for both.

10 Are there any draft laws or legislative initiatives specific to outsourcing that are being developed or are contemplated?

We are not aware of any such legislative initiatives specific to outsourcing.

Contractual considerations

11 What are the typical corporate or quasi-corporate structures or vehicles used to create outsourcing arrangements?

In Finland the majority of outsourcing transactions, regardless of the type of outsourcing services provided, are concluded without specific corporate structures of vehicles being established.

Around the turn of the millenium, a number of large-scale IT outsourcing transactions were based on corporate joint venture vehicles. The majority of these vehicles have, however, been liquidated as the services provided by them have been re-sourced to the third-party service providers.

During recent years, the go-to structure in Finland has resembled the carveout arrangement, where a specific business unit (typically not a separate legal entity, such as a subsidiary) is sold to the outsourcing service provider. Typically, a business unit subject to a sale consists of moveable assets as well as employees. In large-scale facilities management outsourcing arrangements the business unit may typically also own fixed assets (such as properties and facilities used in the provision of such services). However, also in connection with these kinds of outsourcing arrangements, it is rare to find that the business has been organised under a separate legal entity (such as a wholly-owned subsidiary) that would be transferred to the outsourcing services provider.

12 What forms of outsourcing contract are usually adopted in your jurisdiction?

The contractual structures used in connection with outsourcing arrangements vary depending upon, inter alia, the type of outsourcing services in question, international aspects such as offshoring or the need for local onsite service delivery and the duration, as well as the financial value of the outsourcing arrangement in question.

In a large-scale domestic outsourcing arrangement, where, typically, the customer has identified possibilities to extend the scope of the outsourced services, the most commonly used structure is typically a master services agreement followed by localised purchase orders, statements of work, etc, for each individual service. If parts of the services (such as in IT outsourcing) are delivered from offshore delivery centres, a global framework agreement followed by localised purchase orders is normally used. However, there is no specific legal distinction on the headline level between a global framework agreement and a master services agreement, as the difference between the two is normally found in the more detailed level of various features customary to outsourcing arrangements.

If the object of the outsourcing arrangement is well established and stable without an anticipated need to extend or limit the scope of the arrangement during the duration thereof, the standard approach is typically the application of a straightforward outsourcing contract without underlying purchase orders, statements of work, etc, for each individual service.

13 Outline the contractual approaches that are adopted in your jurisdiction to address regulations affecting outsourcing.

FIN-FSA has issued detailed regulations and guidelines concerning outsourcing for both the financial and insurance sectors in Finland (www.finanssivalvonta.fi/en/Regulation/Regulations/New/Pages/1_2012.aspx).

The objective of the regulations is to ensure that the responsibility for the outsourced activities remains with the supervised entity and that outsourcing does not impair FIN-FSA supervision and inspection of supervised entities' activities. Supervised entities' internal control and risk management, therefore, also extends to outsourced activities. Supervised entities must send FIN-FSA advance notification of intentions to outsource material activities.

Activities are regarded as material if they are of such importance that any failure or weakness in carrying them out could have a significant effect on the supervised entity's ability to comply with legal provisions, regulations or guidelines issued under such provisions; authorisation criteria; the supervised entity's financial standing; or the continued conduct of business.

From a contractual point of view, FIN-FSA regulates the contents of an outsourcing contract by requiring a supervised entity to draw up a written agreement, giving the contents and period of validity of the contract for each outsourcing project involving material activities. Moreover, FIN-FSA recommends that an outsourcing contract concerning material activities includes, inter alia, the following details:

- a description of the outsourced activity;
- a time schedule for the outsourcing;
- FIN-FSA's rights to inspect and receive information on the outsourced activity;
- the supervised entity's and its auditor's rights to receive information on the outsourced activity;
- the supervised entity's right to forward information, inter alia, to FIN-FSA;
- the outsourcing partner's responsibility to inform the supervised entity of changes having a significant effect on the contractual relationship;
- the outsourcing partner's duty to inform the supervised entity of significant disruptions in the handling of the outsourced activity;
- the outsourcing partner's right to transfer contractual tasks to a third party and a statement on whether this requires the supervised entity's consent;
- the outsourcing partner's secrecy obligation during the validity and after the expiry of the contract;
- the outsourcing partner's obligations as regards contingency planning, information systems and information security, and the monitoring thereof;
- the parties' rights to terminate or cancel the outsourcing contract; and
- applicable legislation and resolution of disputes when a material activity is subject to cross-border outsourcing.

Specifically, the regulations address the outsourcing partners' continuous obligation to provide supervised entities with all information necessary for official supervision, risk management and internal control, and that the supervised entities have the right to forward such information to the FIN-FSA. These requirements need to be taken into careful consideration when terms and conditions regarding the auditing rights of the supervised entities are being drafted and negotiated. The regulation specifically states that a clause granting FIN-FSA access to information and a right of inspection should be included in outsourcing contracts.

In the case of outsourcing investments services, the FIN-FSA regulations impose specific conditions on the outsourcing contracts. For example, supervised entities must:

- have procedures in place for assessing the performance of outsourcing partners;
- in their contingency planning, also provide for disruptions in outsourcing partners' services and require that they have contingency plans of their own;
- ensure that outsourcing partners have taken measures to safeguard confidentiality of data related to the supervised entity and its customers; and
- maintain key areas of competence relating to outsourced activities, enabling them to resume the management of any outsourced activity (insourcing) or transfer them to another supplier.

Finally, the FIN-FSA guidelines set forth that, when outsourcing material activities, supervised entities should ensure that outsourcing partners comply, as applicable, with the FIN-FSA regulations and guidelines and other legal provisions such as those referring to the marketing of financial services and customer protection as well as good practice in the provision of banking and securities services.

Data protection

14 Identify the principal data protection legislation applicable to outsourcing operations.

The principal data protection legislation applicable to outsourcing operations is the Finnish Personal Data Act (523/1999) (PDA), which implements Directive 95/46/EC.

The PDA applies to all processing of personal data where the controller is established in the territory of Finland or otherwise subject to Finnish law. Due to this, the PDA is also applicable to processing carried out by a processor on behalf of a controller established in Finland regardless of where the processor itself is established.

In addition to the PDA, relevant legislation regarding the processing of personal data includes, among others, the Act on the Protection of Privacy in Electronic Communications, which implements the ePrivacy Directive 2002/58/EC, the Act on the Protection of Privacy in Working Life (759/2004), the Act on the Status and Rights of Patients (785/1992), the Act on the Openness of Government Activities (621/1999) and the Credit Data Act (527/2007).

15 How do rules on the ownership, location, processing and distribution of data apply to outsourcing in your jurisdiction?

Personal data is defined in the PDA as any information about a private individual and any information about his or her personal characteristics or personal circumstances, where these are identifiable as concerning him or her or the members of his or her family or household. Therefore, personal data includes all information that can be traced to one natural person regardless of its form (eg, manual or electronic). The processing of personal data includes, among other things, the collection, use, transfer, disclosure, storage and erasure of personal data.

According to the PDA, 'controller' means, among other definitions, a person, corporation, institution or foundation or a number of them, for the use of whom a personal data file is set up and who is entitled to determine the use of the file. The term 'processor' is not defined in the PDA, but its established meaning is that of the Data Protection Directive, meaning a natural or legal person, public authority, agency or any other body that processes personal data on behalf of the controller. In order to make a distinction between a controller and processor, it is therefore important to define whether the person or other body is processing personal information on behalf of another body or on its own account. In outsourcing, the outsourcee almost always acts on the outsourcer's behalf and is therefore a processor of the personal data.

The controller or controllers of a personal data file have full ownership of the information stored in the file, despite the outsourcing. Therefore, the processor is allowed to process the information only in accordance with the instructions of the controller. The processor is not allowed to use the information for any other means than those specified by the controller.

According to the PDA, the data controller is entitled to determine the use of a personal data file throughout the existence of the file. Therefore, the PDA imposes responsibilities and obligations primarily on the controller. The controller is not able to effectively transfer these responsibilities or obligations to a processor.

The PDA does not include provisions that directly restrict any outsourcing arrangement in connection with which any processing of personal data may occur. The PDA does, however, include general provisions on the processing of personal data. These provisions also apply to the aforementioned outsourcing arrangements. In addition to the general provisions, the PDA includes outsourcing specific provisions on, among other things, the duty of care of a person acting on behalf of the controller and the general prerequisites for processing based on outsourcing and data security.

The PDA does not include provisions that restrict the transferring of personal data within the EU. The PDA does, however, include an exhaustive list of all grounds for the transferring of personal data outside the EU or the EEA. In order to transfer personal data outside the EU or EEA the transfer must fulfil the requirements of at least one of the provisions set out in the chapter. In addition to the PDA, special enactments such as the Act

on the Measures Necessary to Secure Security of Supply (1390/1992) and the Accounting Act, as well as provisions regarding data security in public administration, may restrict the outsourcing or transferring of personal data in some specific situations.

The PDA includes general provisions on data security. For instance, a processor must provide the controller with appropriate commitments and other adequate guarantees of the security of the data regarding the technical and organisational measures carried out for securing personal data against unlawful processing. The security measures must take into account, among other matters, the quality and quantity of the data. In addition to these general provisions, special legislation, guidelines and regulations on data security and protection must be observed within their respective scope of application.

The supervisory authority regarding data protection in Finland is the Data Protection Ombudsman. Both the controller and the processor are respectively obliged to notify the Ombudsman of the processing of personal data as a result of outsourcing. A model form regarding both notices may be found on the Office of the Data Protection Ombudsman's website, www.tietosuoja.fi.

Labour and employment

16 What is the relevant labour and employment legislation for outsourcing transactions?

There is no specific employment legislation in place for outsourcing transactions in Finland. However, outsourcing transactions may, in certain situations, lead to the application of EU legislation regarding the transfer of undertakings. EU legislation has been implemented by the Employment Contracts Act (55/2001) and the Act on Cooperation within Undertakings (334/2007) (the Cooperation Act).

A number of collective bargaining agreements contain provisions on outsourcing and the employer's freedom to use an external workforce.

17 In the context of an outsourcing, how does labour and employment law apply to a change in initial or subsequent service providers, or transfers of undertakings or parts of undertakings?

Outsourcing may, in some circumstances, be considered as a transfer of an undertaking or a part of it. Even a change of service provider may, in some situations, be considered as a transfer of an undertaking or a part of it.

A basic prerequisite for a transaction or arrangement to constitute a transfer of business is that the object of the transfer is an economic entity, namely, an organised grouping of resources that has the objective of pursuing an economic activity and that retains these characteristics after the transfer. The determination of whether an outsourcing transaction constitutes a transfer of an undertaking or part of it is evaluated on a case-by-case basis taking into consideration the relevant characteristics of each individual case.

18 Are there any requirements to consult or negotiate with organised labour, works councils or employees regarding an outsourcing?

An outsourcing transaction, as such, does not constitute a specific consultation obligation. However, outsourcing may lead to certain changes in the workforce, in which case the employer is obliged to consult with the personnel in accordance with the Cooperation Act. The Cooperation Act applies to employers who employ at least 20 employees in Finland.

In the event that an outsourcing transaction would lead to redundancies or other significant changes in personnel's work, the employer is obliged, before making any decision regarding the outsourcing transaction, to consult with the procedure set forth in the Cooperation Act. Further, the customer and the outsourcing service provider have an information obligation when the outsourcing transaction constitutes a transfer of business. As a principal rule, cooperation consultations are held between the employer and the employees (or the personnel representatives) who are affected by the contemplated outsourcing transaction. Further, on the personnel representatives' request, the employer shall annually present the representatives with a report of the principles applied on the use of certain subcontracted labour.

Employers who employ fewer than 20 employees have rather simple consultation obligations or no obligations at all. Basically, minor employers are obliged to discuss with the employees in the event of redundancies.

Collective agreements may include specific provisions on information or consultation obligations, or both, in relation to changes in the workforce.

19 Are there any notification or approval requirements that apply to an outsourcing transaction?

No.

20 What are the legal implications, including penalties, for non-compliance with the labour and employment rules and procedures?

In the event that an employer dismisses an employee without an adequate reason, the employer shall be liable to pay compensation to the employee for wrongful dismissal. The maximum compensation equals 24 months' salary of the dismissed employee.

A failure to conduct consultations according to the Cooperation Act in relation to redundancies results in a liability to pay indemnity for the employees subject to redundancy. At present, the maximum indemnity is €34,140 per redundant employee. Further, a failure to consult in compliance with the Cooperation Act in relation to, for example, a transfer of undertakings, may lead to criminal sanctions. A fine may be imposed on the employer's representatives.

21 What are the key immigration and visa requirements for employees of customers or providers entering your jurisdiction to manage outsourced operations or to receive or provide training?

EU and EEA citizens (including citizens of Switzerland) do not need a work permit or residence permit in order to work in Finland. The employees must, however, register their stay in Finland.

Employees outside EU and EEA countries (third-country citizens) are, as a principal rule, required to have a residence permit for an employed person in order to work in Finland. There are some exceptions to this rule. Third-country citizens may, in some circumstances, be exempt from either all residence permits or only from the residence permit for an employed person. However, either a visa or a residence permit is required. Third-country citizens may only work in Finland after the appropriate permit has been obtained.

Taxation

22 Outline the taxation rules that apply to the establishment and operation of outsourcing captives or similar establishments in your jurisdiction.

The outsourcing services provider can operate by using a subsidiary or a permanent establishment in Finland. When a business is started in Finland, a start-up notification form should be filed with the Finnish Trade Register. The outsourcing services provider should be registered as VAT-liable, as an employer and as a payer of prepayment tax.

A Finnish subsidiary is liable to pay taxes on their worldwide income after deduction of business expenses. The permanent establishment is part of the foreign entity and is liable to pay Finnish income tax on incomes that are attributable to the permanent establishment. The business income tax rate is 20 per cent in 2014.

In general, taxable business income includes all income derived from a company's business activity and capital gains, though there are certain exceptions to this broad concept of taxable income, for example, certain dividends and capital gains are covered by a participation exemption. In general, all expenses incurred with the purpose of acquiring or maintaining taxable income are deductible for tax purposes. However, the deductibility of the interest will be limited if the interest is paid to a company of the same group. This rule is applicable as of the tax year 2014. No special provisions on thin capitalisation exist in current legislation.

A transaction between companies that are part of the same group must follow the 'arm's-length' rule. This means the same conditions and amounts should be used that would be used in the case of transactions between independent, non-associated parties. The rule is also applied to a transaction between a permanent establishment and other companies of the group.

23 Outline the indirect taxes in your jurisdiction that apply to the import of offshore outsourcing services by companies within your jurisdiction.

VAT is payable if the sale of services take place in Finland. Under the general rule, the sale takes place in Finland if the services are supplied to the customer's permanent establishment in Finland. If the services are not supplied to the permanent establishment, the sales take place in Finland, if the customer's domicile is in Finland. However, specific services are exempt from VAT (eg, financial services and health and medical services).

In circumstances where the customer and the outsourcing services provider are both entrepreneurs, the outsourcing services provider is liable to pay VAT to the Finnish Tax Administration if it has a permanent establishment in Finland and the service is supplied from this permanent establishment. If the outsourcing services provider does not have a permanent establishment in Finland and the outsourcing service is supplied from Finland, the customer is liable to pay VAT to the Finnish Tax Administration under a reverse charge rule.

Other indirect taxes are not applied to the sale of (outsourcing) services.

Current issues

24 Identify and give details of any notable cases or administrative or regulatory determinations within the past three years in your jurisdiction that have directly involved outsourcing.

There have been no notable cases or determinations directly involving outsourcing in Finland.

25 What are the main challenges facing outsourcing within, from or to your jurisdiction?

The public debate and political criticism of outsourcing (especially from Finland to various service providers' offshore delivery centres) has focused on shaming Finnish industry and the service sector for, in effect, outsourcing its future lay-offs and redundancies rather than outsourcing certain services as such. As a result, recent public debate surrounding the cost-savings regime has failed to encompass the following objectives and goals of the customer, which may be more significant drivers for the decision to outsource than mere cost savings:

- gaining access to and a faster introduction of new and improved technologies;
- obtaining skills and expertise not available in-house;
- improved availability and quality of the services;
- more management time and resources available to be focused on strategic business issues and core competencies; and
- increased flexibility to meet the changing needs of the core businesses.

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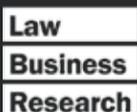
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